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**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

THE BOARD OF TRUSTEES OF THE
CONSTRUCTION INDUSTRY AND
LABORERS HEALTH AND WELFARE
TRUST; THE BOARD OF TRUSTEES OF
THE CONSTRUCTION INDUSTRY AND
LABORERS JOINT PENSION TRUST;
THE BOARD OF TRUSTEES OF THE
CONSTRUCTION INDUSTRY AND
LABORERS VACATION TRUST; THE
BOARD OF TRUSTEES OF SOUTHERN
NEVADA LABORERS LOCAL 872
TRAINING TRUST

Plaintiffs.

VS.

MOHAVE RESTORATION, INC. dba
SERVICE MASTERS 1ST RESPONSE, a
foreign corporation; JEREMIAH L. COX, an
individual

Defendants.

CASE NO: 2:16-cv-01190-JAD-CWH

**STIPULATION FOR DISMISSAL OF
DEFENDANT HANOVER INSURANCE
COMPANY ONLY WITH PREJUDICE
AND ORDER THEREON**

ECF No. 34

ORDER

THE BOARD OF TRUSTEES OF THE
CONSTRUCTION INDUSTRY AND
LABORERS HEALTH AND WELFARE
TRUST; et al.

Plaintiffs,

VS.

HANOVER INSURANCE COMPANY, a
New Hampshire insurance company;
NORTH AMERICAN SPECIALTY
INSURANCE COMPANY, a New
Hampshire insurance company; DOES 1
THROUGH 10, and ROE
CORPORATIONS 1 THROUGH 10,
inclusive,

Defendants.

1 HANOVER INSURANCE COMPANY, a
2 New Hampshire insurance company;

3 Third-Party Plaintiff

4 vs.

5 MOHAVE RESTORATION, INC. dba
6 SERVICE MASTERS 1ST RESPONSE, a
foreign corporation; JEREMIAH L. COX,
an individual,

7 Third-Party Defendant

8
9 IT IS HEREBY STIPULATED AND AGREED by and among Plaintiffs, The Board of
10 Trustees of the Construction Industry and Laborers Health and Welfare Trust; The Board of
11 Trustees of The Construction Industry and Laborers Joint Pension Trust; The Board of Trustees of
12 the Construction Industry and Laborers Vacation Trust; The Board of Trustees of Southern
13 Nevada Laborers Local 872 Training Trust (collectively "Plaintiffs"), and Defendants, Mohave
14 Restoration, Inc. *dba* Service Masters 1st Response, a foreign corporation, and Jeremiah L. Cox,
15 an individual, and Defendant Hanover Insurance Company, a New Hampshire Insurance Company
16 ("Hanover"), and subject to the approval and Order of the Court, as follows:

- 17 1. A full and final settlement has been agreed upon regarding Plaintiffs' claims
18 against Hanover. Pursuant to the terms of the settlement, Plaintiffs agreed to
19 dismiss their claims against Hanover with prejudice.
- 20 2. The terms of the settlement agreement have been satisfied; therefore, the parties
21 stipulate and agree in requesting that Hanover be dismissed from this action with
22 prejudice.
- 23 3. This Stipulation for Dismissal applies only to Plaintiffs' claims against Hanover,
24 and is of no effect regarding Hanover's Cross Claims or Third Party Claims, which
25 remain pending, nor Plaintiffs' claims against the other Defendants, which also
26 remain pending.

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1 Dated: June 23, 2017

2 **THE URBAN LAW FIRM**

3 By: /s/ Seth T. Floyd

4 Seth T. Floyd, Nevada State Bar No. 11959
5 *Counsel for Plaintiffs Laborers Trust Funds*

Dated: June 23, 2017

HANOVER INSURANCE COMPANY

By: /s/ Patrick F. Welch

Patrick F. Welch, Nevada Bar No. 13278
6 *Counsel for Defendant/Third-Party Plaintiff*
7 *Hanover Insurance Company*

8 **ORDER**

9 Based on the parties' stipulation [ECF No. 34] and good cause appearing, IT IS HEREBY
10 ORDERED that **all claims against Hanover Insurance Company are DISMISSED with
prejudice**, each party to bear its own fees and costs. **This dismissal does not terminate
Hanover as a party**, because Hanover continues to prosecute third-party claims.

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12 DATED: 6-26-17

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14 
15 UNITED STATES DISTRICT JUDGE